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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 AMAZON.COM, INC., a Delaware corporation,
10 and OTTER PRODUCTS, LLC, a Colorado
11 limited liability company,

12 Plaintiffs,

13 v.

14 NGULLEN ALEJANDRO RIVERA, an
15 individual, NGS ICOMMERCE ENTERPRISES
16 CORP., a Florida Corporation, and JOHN DOES
17 1-10,

18 Defendants.

No. C18-350 RSM

STIPULATED PERMANENT
INJUNCTION

19 **STIPULATION**

20 Plaintiffs Amazon.com, Inc. and Otter Products, LLC, and Defendants Ngullen
21 Alejandro Rivera and NGS ICommerce Enterprises Corp., by and through their respective
22 counsel of record, hereby stipulate and agree to entry of the permanent injunction below in
23 connection with a settlement of all claims in this case.

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1 DATED this 26th day of February, 2019.

2 DAVIS WRIGHT TREMAINE LLP
3 Attorneys for Plaintiffs Amazon.com, Inc. and
4 Otter Products, LLC

LEXERO LAW
Attorneys for Defendants Ngullen Alejandro
Rivera and NGS ICommerce Enterprises Corp.

5 By s/ Bonnie E. MacNaughton
6 Bonnie E. MacNaughton, WSBA #36110
7 James H. Wendell, WSBA #46489
8 920 Fifth Avenue, Suite 3300
9 Seattle, WA 98104-1610
10 Tel: (206) 622-3150
11 Fax: (206) 757-7700
12 Email: bonniemacnaughton@dwt.com
13 jamiewendell@dwt.com

By s/ Eric J. Menhart
Eric J. Menhart, Esq. (*Pro Hac Vice*)
316 F Street NE, Suite 101
Washington, DC 20002
Tel: (855) 453-9376
Fax: (855) 453-9376
Email: Eric.Menhart@Lexero.com

Eric R. Draluck, WSBA #19881
PO Box 11647
Bainbridge Island, WA 98110
Tel: 206-605-1424
Email: edraluck@gmail.com

PERMANENT INJUNCTION

14 Pursuant to the above stipulation of the parties, IT IS SO ORDERED that Defendants
15 Ngullen Alejandro Rivera and NGS ICommerce Enterprises Corp., and their directors,
16 principals, officers, successors and assigns, and all others in active concert or participation with
17 them, are enjoined and restrained from:

18 1. Using any trademarks registered by or otherwise associated with Otter Products,
19 LLC (the "Otter Products Trademarks") or any simulation, reproduction, counterfeit, copy, or
20 colorable imitation of the Otter Products Trademarks, in any manner in connection with the
21 manufacture, assembly, production, distribution, offering for distributing, circulation, sale,
22 offering for sale, import, advertisement, promotion, or display of any product by Otter
23 Products;

24 2. Advertising, selling, or facilitating the advertisement or sale of, via the Internet
25 or otherwise, any Otter Products product or any products bearing any of the Otter Products
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1 Trademarks, and shall not use any of the Otter Products Trademarks, in any manner, including
2 advertising on the Internet;

3 3. Manufacturing, assembling, producing, distributing, offering for distribution,
4 circulating, selling, offering for sale, advertising, importing, promoting or displaying any
5 products bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any
6 of the Otter Products Trademarks, except as permitted by law or as otherwise authorized or
7 allowed by Otter Products;

8 4. Using any false designation of origin or false or misleading description or false
9 or misleading representation that can or is likely to lead the trade or public or individuals
10 erroneously to believe that any product has been manufactured, assembled, produced,
11 distributed, displayed, licensed, sponsored, approved or authorized by or for Otter Products,
12 when such is not true in fact;

13 5. Engaging in any other activity constituting an infringement of any of Otter
14 Products' Trademarks, or of Otter Products, LLC's rights in, or right to use or to exploit, such
15 trademarks, services marks and/or copyrights;

16 6. Selling products on any of Amazon's websites or any websites participating in
17 any Amazon Affiliate Program;

18 7. Applying for, opening, or using an Amazon seller account, or applying for
19 participation in any Amazon Affiliate Program; or

20 8. Assisting, aiding, or abetting any other person or business entity in engaging in
21 or performing any of the activities listed above.

22 DATED this 28th day of February 2019.

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24 RICARDO S. MARTINEZ
25 CHIEF UNITED STATES DISTRICT JUDGE
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